

Aircraft N Number: \_\_\_\_\_

### COURTESY VEHICLE AGREEMENT

TCL FBO, LLC, an Alabama limited liability company, provides Courtesy Cars for use by pilots from out of town. In exchange for use of this car, I agree to the following terms and conditions:

- Vehicle \_\_\_\_\_ License Number \_\_\_\_\_

1. The undersigned, hereinafter referred to as "DRIVER", agrees to indemnify and hold harmless TCL FBO, LLC, d/b/a Bama Dixie FBO, its members, directors, managers, officers, employees, and agents, from and against any and all damages, loss, theft, or destruction of the Courtesy Vehicle (Vehicle) being provided to DRIVER by TCL FBO, LLC and against all losses, liabilities, damages, injuries, claims, demands, proceedings, costs, and expenses of every kind and nature, including reasonable attorney's fees and disbursements arising out of and in connection with the DRIVER's use and operation of the Vehicle.
2. It is further agreed by the DRIVER that TCL FBO, LLC shall not be responsible or accountable for any of the following:
  - a) property damage
  - b) personal injury(ies)
  - c) loss of business
3. The DRIVER is the only person authorized to drive the Vehicle and agrees to operate the Vehicle with reasonable care and diligence, and to follow all applicable laws of the State of Alabama and Tuscaloosa County.
4. Driver also agrees to all requirements and restrictions detailed in the Courtesy Vehicle Policy. A violation of any of the foregoing is a breach of this Agreement.
5. Every effort is made to keep the Vehicle maintained and in good operating condition; however, TCL FBO, LLC does not guarantee the condition of the Vehicle. TCL FBO, LLC has no obligation to provide an alternate vehicle or make alternate transportation available. Please report any maintenance or operational issues to TCL FBO, LLC.
6. Use of the Vehicle without a properly executed Courtesy Vehicle Use Agreement will constitute "unauthorized use of a motor vehicle" and could be prosecuted as such.

**CAUTION: I ACKNOWLEDGE THAT TCL FBO, LLC PROVIDES NO INSURANCE COVERAGE OF ANY KIND WHATSOEVER FOR ME OR ANYONE, EXCEPT TCL FBO, LLC, WHILE TCL FBO, LLC's VEHICLE IS ENTRUSTED TO ME.**

**Signing this form certifies that he/she has a valid driver's license and will comply with any restrictions to which that license is subject. This agreement remains in force for any and all subsequent use of any TCL FBO, LLC Courtesy Car or loaned vehicle by the below signed.**

\_\_\_\_\_ Dated: \_\_\_\_\_ Phone Number(s) \_\_\_\_\_

Signature

\_\_\_\_\_ My Insurance Carrier: \_\_\_\_\_  
Printed Name Policy Number: \_\_\_\_\_

\_\_\_\_\_ City/State/ZIP  
Address

My Driver's License: \_\_\_\_\_  
Number State

---

## COURTESY VEHICLE USE

The Courtesy Vehicle (Vehicle) can be utilized by any authorized visitor to the TCL FBO, LLC, provided:

- The driver has a valid driver's license issued in the United States.
- The driver has a valid automobile insurance policy.
- The driver signs the ***Courtesy Vehicle Agreement*** which indemnifies and holds the County harmless from all liability during the use of the Vehicle.
- The driver is over the age of 21.

Use of the Vehicle is restricted by the following:

- Only the individual providing driver's license is allowed to operate the Vehicle.
- While using the Vehicle, the driver is required to follow all applicable laws of the State of Alabama and Tuscaloosa County.
- The driver must not operate the Vehicle while under the influence of alcohol or any other substance(s) that may impair driving ability.
- The driver must refrain from the use of a cellular phone while operating the Vehicle.
- No Smoking is allowed in the Vehicle.
- Occupants of the Vehicle are required to wear seatbelts at any time the Vehicle is in use. The number of passengers may not exceed the number of seatbelts.

### **Additional Responsibility:**

- **In case of an accident during use of the Vehicle where there are injuries, user should dial 911.**
- In case of an accident or any Vehicle damage during use of the Vehicle, and where there are no injuries, the driver must call 911 or the applicable police department and then TCL FBO, LLC. Please ensure that an officer is dispatched to complete an *Accident Report*.
- Drivers are solely responsible for any legal action which relates to their use of the Vehicle, including moving violations, parking tickets, lawsuits, and repair costs for any damages.
- Users are solely responsible for any damage to the Vehicle during the time that they are in possession of the Vehicle.
- **Driver is responsible for returning Vehicle key to TCL FBO, LLC. If TCL FBO, LLC does not receive Vehicle key from Driver an \$800 replacement key charge will be invoiced to Driver, and Driver will be responsible for paying replacement key charge within 15 days of invoice receipt.**

---

Car Checked Out: \_\_\_\_/\_\_\_\_/\_\_\_\_

Time: \_\_\_\_\_ a.m./p.m.

Mileage: \_\_\_\_\_

Car to be Returned by: \_\_\_\_/\_\_\_\_/\_\_\_\_

Time: \_\_\_\_\_ a.m./p.m.

Car Returned: \_\_\_\_/\_\_\_\_/\_\_\_\_

Time: \_\_\_\_\_ a.m./p.m.

Mileage: \_\_\_\_\_